

BILL NO. S-97-05- 23 (for amended)

SPECIAL ORDINANCE NO. S-55-97

AN ORDINANCE approving Contract For Additions and Renovations to the Water Maintenance and Services Department between Michael Kinder & Sons, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Additions and Renovations to the Water Maintenance and Services Department by and between Michael Kinder & Sons, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

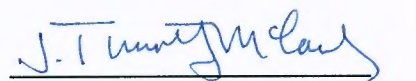
Additions and Renovations to the Water Maintenance & Service Department involving a total cost of Two Million Six Hundred Fifty One Thousand One Hundred Forty Dollars and 00/100 (\$2,651,140.00).

SECTION 2. ~~Prior Approval has been requested from Common Council on MAY 27, 1997.~~ Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION ³~~2~~. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Bender,
and duly adopted, read the second time by title and referred to the Committee on
City of Fort Wayne, (and the City Plan Commission for recommendation)
and Public Hearing to be held after due legal notice, at the Common Council Conference
Room 128, City-County Building, Fort Wayne, Indiana, on _____,
the _____ day of _____, 19____, at _____
o'clock _____ M., E.S.T.

DATED: 5-27-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bender,
and duly adopted, placed on its passage. PASSED LOST
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>			<u>3</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS				<u>✓</u>
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY				<u>✓</u>
LUNSEY				<u>✓</u>
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 6-10-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,
as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL)

(ZONING)

ORDINANCE

RESOLUTION NO. S-55-97

on the 10th day of June, 19 97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Rebecca Perrine
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
11th day of June, 19 97,
at the hour of 1:30 o'clock P, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day
of June, 19 97, at the hour of 9:00
o'clock A M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AIA Document A101 - *Electronic Format*

AGREEMENT

made as of the Sixteenth day of April in the year of
Nineteen Hundred and Ninety-Seven

BETWEEN the Owner:

(Name and address)

The City of Fort Wayne
One Main Street
Fort Wayne, Indiana 46802-1804

and the Contractor:

(Name and address)

Michael Kinder & Sons, Incorporated
5206 Decatur Road
Post Office Box 10572
Fort Wayne, Indiana 46853

The Project is:

(Name and location)

Additions and renovations to the:
Water Maintenance and Service Department
415 E. Wallace Street
for the City of Fort Wayne

The Architect is:

(Name and address)

Martin, Riley & Mock, Inc.
d/b/a Martin Riley Mock architects/consultants
221 West Baker Street
Fort Wayne, Indiana 46802 Commission No. F96140

The Owner and Contractor agree as set forth below.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED. WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, copyright 1987 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006-5292. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

AIA DOCUMENT A101 - OWNER-CONTRACTOR AGREEMENT - TWELFTH EDITION - AIA - COPYRIGHT 1987 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced under license number 498002148 and can be reproduced without violation until 4/13/98.

Electronic Document Service A101-1987 1

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2

THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Base Work and Alternates 2 and 3.

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement, or, if applicable, state that the date will be fixed in a notice to proceed.)

May 20, 1997.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

360 days after the date of commencement

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4

CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Two Million Six Hundred Fifty-One Thousand One Hundred Forty Dollars (\$2,651,140.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Alternate No. 2 and Alternate No. 3.

4.3 Unit prices, if any, are as follows:

Unit Price UP-1: Additional excavation and replacement of unsuitable soil as determined by soils testing:
\$20.00 per cu. yd.

Unit Price UP-2: Excavation and fill not required based on soils testing: \$10.00 per cu. yd.

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9

ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 14 March, 1997, and are as follows:

Document	Title	Pages See Project Manual
SGC	Supplemental General Conditions	

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section		
Division	Title	Pages See Project Manual
Division 1	General Requirements	
Division 2	Sitework	
Division 3	Concrete	
Division 4	Masonry	
Division 5	Metals	
Division 6	Wood and Plastics	
Division 7	Thermal and Moisture Protection	
Division 8	Doors and Windows	
Division 9	Finishes	
Division 10	Specialties	
Division 12	Casework	
Division 13	Special Construction	
Division 15	Mechanical	
Division 16	Electrical	
Division 17	Communication	

9.1.5 The Drawings are as follows, and are dated 14 March 1997 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
T101	Title Sheet	
CS101	Code Study / Master Plan Sheet	
C101	Site Survey	
C102	Site Demolition Plan	
C103	Site Development Plan	
C104	Site Utilities - Water	
L101	Landscape Plan	
S101	Bldg. 1 - Foundation Plan	
S102	Bldg. 1 - Floor Framing / Mechanical Rm. Roof Framing	
S103	Bldg. 2 & 3 - Foundation Plan / Mezzanine Plan	
S104	Bldg. 4 - Foundation Plan	
S105	Details	
A101	Bldg. 1 - Office / Mechanical Rm. Plan, Partition Types & Shelving Sched.	
A102	Bldg. 2 & 3 - Floor Plan & Notes	
A103	Bldg. 4 - Floor Plan & Notes	
A104	Enlarged R.R. Plans, Accessory Schedule, Door/Frame Schedule	
A105	Bldg. 5 - Wash Bay Floor Plan, Roof Framing Plan & Details	
A106	Window Elevations, Schedule & Details, Door Head & Jamb Details	

A107	<u>Reflected Ceiling Plan</u>
A201	<u>Building Elevations</u>
A501	<u>Building Sections</u>
A502	<u>Wall Sections</u>
A503	<u>Wall Sections</u>
A504	<u>Wall Sections</u>
A505	<u>Vestibule Section & Building Details</u>
A506	<u>Details & Stair Elevation</u>
R101	<u>Roof Plan</u>
R102	<u>Roof Details</u>
R103	<u>Roof Details</u>
R104	<u>Roof Details</u>
R105	<u>Roof Details</u>
R106	<u>Roof Details</u>
I201	<u>Bldg. 1 & 3 - Floor Finish Schedule, Remarks, Legend, Casework, Elevations</u>
M101	<u>Bldg. 1 - Mechanical Plan</u>
M102	<u>Bldg. 2 & 3 - Mechanical Plan</u>
M103	<u>Bldg. 4 - Mechanical Plan</u>
M201	<u>Mechanical Details & Bldg. 5</u>
M301	<u>Mechanical Schedule</u>
P101	<u>Bldg. 1 - Plumbing Plans</u>
P102	<u>Bldg. 2 & 3 - Plumbing Plans</u>
P103	<u>Bldg. 4 - Plumbing Plan</u>
P201	<u>Plumbing Details</u>
E101	<u>Site Utilities Plan - Electrical</u>
E201	<u>Bldg. 1 - Lighting</u>
E202	<u>Bldg. 2 & 3 - Lighting</u>
E203	<u>Bldg. 4 & 5 - Lighting</u>
E301	<u>Bldg. 1 - Power / Systems</u>
E302	<u>Bldg. 2 & 3 - Power / Systems</u>
E303	<u>Bldg. 4 & 5 - Power / Systems</u>
E401	<u>Schedules</u>
E402	<u>Details</u>

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
One	25 March 1997	ADD1-1 thru ADD1-3, plus attachments
Two	27 March 1997	ADD2-1 thru ADD2-4, plus attachments
Three	31 March 1997	ADD3-1 thru ADD3-2, plus attachments

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

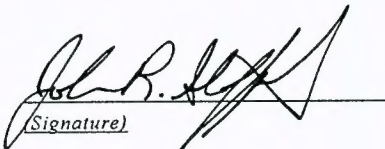
The City of Fort Wayne
Board of Public Works


(Signature)

Linda Buskirk, Chairman
(Printed name and title)


(Signature)

C. James Owen, Member
(Printed name and title)


(Signature)

John R. Stafford, Member
(Printed name and title)

CONTRACTOR

Michael Kinder & Sons, Inc.


(Signature)

Thomas J. Kinder, President
(Printed name and title)

E.B.E. RIDER

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as "Owner" and Michael Kinder & Sons, Inc.

hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, Contractor is the apparent low bidder on construction project commonly referred to as the A New Water Maintenance And Service Facility for the City of Fort Wayne, Indiana

which project was bid under Resolution Number _____; and,

WHEREAS, Contractor agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as "E.B.E.'s" as subcontractors on this project is 10 % of the contract amount; and,

WHEREAS, Owner has, pursuant to Executive Order 90-01, adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order; and,

WHEREAS, said Executive Order states:

"Section 2, Paragraph C. Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded. In the event a contractor is unable to subcontract 10% of the contract amount or secure the services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver

form on which he/she will provide a written description of the efforts taken to comply with the participation goals."

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Conditional Award. Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, Owner awards the construction contract to the Contractor.
2. E.B.E. Retainage Requirements. If the contractor is in compliance with the provisions of the construction contract to which this Rider is attached, the Owner will make payments for such work performed and completed. However, in any such case, the Owner will retain ten (10%) percent of the total amount owing to insure satisfactory completion of the contract and to insure contractor's compliance with this E.B.E Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of ~~Stormwater Management~~ *PUBLIC WORKS* that the contractor has made a good faith effort to subcontract 10 % of the contract amount to emerging business enterprises, the contractor will be paid in full. In the event there is a determination that good faith compliance with this E.B.E. Rider has not occurred, appropriate reduction in the final payment pursuant to paragraph 6 of this E.B.E. Rider will be made.

If the contract is in excess of \$100,00 the contract will be subject to the Standard Board of ~~Stormwater Management~~ ^{PUBLIC WORKS} escrow agreement. However, payments to the CONTRACTOR are not to exceed 90% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this E.B.E. Rider. Payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with this E.B.E. Rider, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this E.B.E. Rider.

3. Request for Waiver. If at the time final payment application is made, contractor has not attained the 10 % E.B.E. goal, contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the 10 % E.B.E. goal.

4. Determination of Waiver Requests. The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said Requests for Waiver for the final determination of the Board of ~~Stormwater Management~~ ^{PUBLIC WORKS} of the City of Fort Wayne.

5. Good Faith Per Se. In any case, a contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have been subcontracted for every sub-contract for which there are qualified E.B.E.'s available.

6. Consequence of Non-Compliance. In the event the Board of ^{PUBLIC} ~~Stormwater~~
^{WORKS} Management approves a recommendation that contractor failed to make good
faith efforts at compliance, the contract shall be reduced by the amount
calculated as the difference between 10 % and the percentage level met.
Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee
Fund and contractor agrees to accept the reduced amount as full payment
under the terms of his/her contract.

7. Waiver Approved. In the event the
determines that a good faith effort to comply with this E.B.E. Rider has been
made, the contract shall not be reduced, and the balance owing to the
contractor shall be paid in full.

IN WITNESS WHEREOF, the parties have executed this E.B.E. Rider this ^{17th} ~~5th~~ day
of May 1997 ~~1995~~

By: Michael Kinder & Sons, Inc.
Contractor

By:

Thomas J. Kinder

Kinda Baskin
James C. Cid
John Stafford
5-7-97


ATTEST: Sat Brachmeyer

CITY UTILITIES

MEMO

DATE: May 21, 1997

TO: Common Council Members

FROM: Deborah J. Farrell, Associate Director, City Utilities 

RE: Construction Contract - Water Maintenance and Service Department Additions and Renovations

BACKGROUND

Beginning in 1987, City Utilities has been planning, budgeting and following through on the upgrade, expansion and replacement of its facilities located at the Lafayette Street Complex. Looking at the needs of the entire complex, a Lafayette Street Complex Master Plan was jointly undertaken by City Utilities and the Civil City in 1995. The construction contract before you is a direct result of that Master Plan.

SCOPE OF WORK

The scope of work for this project begins with the demolition of buildings immediately to the east and west of the current Water Maintenance building leaving one existing building currently occupied by Water Maintenance. The existing building will be renovated and the four other new buildings will be constructed as follows:

- Building One: A new 9,700 square foot conventional masonry building to house administrative offices, including a training facility.
- Building Two: A new 9,800 square foot pre-engineered steel building to house the service vehicle garage.
- Building Three: Includes renovations to the existing pre-engineered garage, converting this space to storage and an office area.
- Building Four: A new 13,500 square foot pre-engineered line truck garage.
- Building Five: A new 700 square foot pre-engineered free standing wash-bay.

Other site improvements include drainage, landscaping and storage for materials such as soil and gravel.

RECOMMENDATION

Two bids were received on April 2, 1997, each with a 360 day construction calendar. City Utilities is requesting prior approval of the lowest of two bidders received in order to make the most of the construction season for this extensive project.

The contract is in the amount of \$2,651,140 and will be funded by the previously approved 1997 Water Bond.

DIGEST SHEET

TITLE OF ORDINANCE: Agreement between Michael Kinder & Sons, Inc. and the City for Additions and Renovations to the Water Maintenance & Service Department. **PRIOR APPROVAL IS BEING REQUESTED 5/17/97.**

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Agreement between Michael Kinder & Sons, Inc. and the City for Additions and Renovations to the Water Maintenance & Service Department. Michael Kinder & Sons, Inc. is the contractor.

EFFECT OF PASSAGE: Additions & Renovations will be made.

EFFECT OF NON-PASSAGE: Additions & Renovations will not be made.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$2,651,140.00 (WATER BOND)

ASSIGNED TO COMMITTEE (PRESIDENT): _____

Hold till - 6-10-97

BILL NO. S-97-05-23 (as amended)

REPORT OF THE COMMITTEE ON CITY UTILITIES

MARTIN A. BENDER - CLETUS R. EDMONDS - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON CITY UTILITIES
TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving
Contract for Additions and Renovations to the Water Maintenance and
Services Department between Michael Kinder & Sons, Inc. and the
City of Fort Wayne, Indiana, in connection with the Board of
Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Thomas Keyfuss
John W. Currey

Debra Hall

John W. Currey

Robert Currey

Martin A. Bender

DATED:

Sandra E. Kennedy
City Clerk